

**SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF BEAUMONT
AND EXP U.S. SERVICES, INC. FOR PROFESSIONAL ENGINEERING SERVICES
FOR BEAUMONT MASTER DRAINAGE PLAN (MDP) LINE 2, STAGE 1 PROJECT
(CIP2019-019)**

THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 15th day of August, 2023, by and between the CITY OF BEAUMONT, a general law city, (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and EXP U.S. Services, Inc. whose address is 451 E. Vanderbilt Way, Suite 375, San Bernardino, CA 92408 (“CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

1. RECITALS

This Second Amendment is made with respect to the following facts and purpose that the parties agree are true and correct:

A. On December 15, 2020, the City and EXP U.S. Services, Inc., entered into that certain agreement entitled “Agreement for Professional Services by Independent Contractor for Professional Engineering Services for Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 Project (CIP2019-019) (“Agreement”).

B. CONTRACTOR has requested that the fee should be increased as provided in the Proposal received May 17, 2023, a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference.

2. AMENDMENT

Section 1 of the Agreement is hereby amended to extend the period of time during which the Services are to be provided hereunder, but not to exceed February 16, 2025.

Section 4.01 of the Agreement is hereby amended to increase the maximum compensation under the Agreement as follows: Under previous amendments, compensation was set at an amount not to exceed Five Hundred Four Thousand Sixty-One Dollars (\$504,061). Per this Second Amendment, compensation is increased by the maximum amount of twenty thousand and three dollars (\$20,003.96) as provided in the Proposal attached hereto as Exhibit “A” resulting in total compensation under the Agreement not to exceed five hundred and twenty-four thousand and sixty-four dollars (\$524,064.96).

The recitals to this Amendment are deemed incorporated herein by this reference. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Second Amendment to Professional Services Agreement to be effective as of the day and year first above-written.

CITY:

CONTRACTOR:

CITY OF BEAUMONT

EXP U.S. SERVICES, INC.

By: _____

By: _____

Julio Martinez III, Mayor

Print Name: _____

ATTEST

Title: _____

City Clerk

APPROVED AS TO FORM

John Pinkney, City Attorney

EXHIBIT “A”

PROPOSALS

Cost & Price Form

NAME OF SUBCONSULTANT:		DEA	TITLE OF PROJECT													BEAUMONT LINE 2 STAGE 1	
Name of Firm: EXP U.S. SERVICES																	
1. DIRECT LABOR	Year 2023-24																
	HOURS	RATE	COST														
Robert D. Vasquez, PLS	10	\$86.00	\$860														
Felicia Mantz	9	\$39.22	\$353														
Kent Groh, PLS	10	\$76.92	\$769														
Doug Fulde, PLS	84	\$55.50	\$4,662														
Steven Steinhoff, LSIT	20	\$54.50	\$1,090														
Jeremy Schiff, LSIT	0	\$44.00	\$0														
Robert Muro	0	\$59.51	\$0														
Chris Dominquez	52	\$59.51	\$3,095														
Fulton Torreyson	0	\$54.86	\$0														
Mike Balderston	52	\$54.28	\$2,823														
	0		\$0														
	TOTAL	237	\$13,651														
													TOTAL DIRECT LABOR (COST)	\$13,651			
													TOTAL DIRECT LABOR (Hours)	237.00			
2. INDIRECT COSTS (overhead, G&A - specify)																	
	INDIRECT RATE (%)	X BASE =	COST														
Fringe	57.58%	\$13,651												\$7,860			
Overhead	119.87%	\$13,651												\$16,364			
G&A	0.00%	\$13,651												\$0			
													TOTAL INDIRECT	\$24,224			
3. TOTAL DIRECT COST AND INDIRECT COSTS (sum of lines 1-2)																	
														\$37,875			
4. FIXED FEE OR PROFIT																	
(specify, applies to line 3 only)	10.00%	\$37,875												\$3,788			
														\$0			
													TOTAL FEE	\$3,788			
5. OTHER DIRECT COSTS (specify)																	
ODC's														\$300			
													TOTAL OTHER DIRECT	\$300.00			
6. TOTAL PROPOSED PRICE (sum of lines 3, 4 and 5)																	
														\$41,962.96			
DATE		SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONSULTANT															

Cost & Price Form

Name of Firm: EPIC				
Project: Beaumont MDP Line 2 - Stage 1				
	Year 2020-2021			Notes and Assumptions: Escalation rates are not applied.
	HOURS	RAW RATE	COST	
Mike Mays	48	\$57.69	\$2,769	
Bernadette Salto	206	\$35.10	\$7,231	
Abigail Lopez	16	\$53.37	\$854	
0	0	\$0.00	\$0	
0	0	\$0.00	\$0	
0	0	\$0.00	\$0	
TOTAL	270		\$10,854	
TOTAL DIRECT LABOR (COST)				\$10,854
TOTAL DIRECT LABOR (Hours)				270
2. INDIRECT COSTS (overhead, G&A - specify)				
	INDIRECT RATE (%)	X BASE =	COST	
Fringe	48.25%	\$10,854	\$5,237	
Overhead	73.07%	\$10,854	\$7,931	
G&A	43.61%	\$10,854	\$4,733	
			TOTAL INDIRECT	\$17,901
3. TOTAL DIRECT COST AND INDIRECT COSTS (sum of lines 1-				\$28,755
4. FIXED FEE OR PROFIT				
(specify, applies to line 3 only)	10.00%	\$28,755	\$2,875	
TOTAL FEE				
5. OTHER DIRECT COSTS (specify)				
ODC's				\$15,250
TOTAL PRICE				\$46,880
<u>DATE</u>	<u>SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONSULTANT</u>			



Converse Consultants

Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

July 22, 2021

Revised May 11, 2023

Ms. Portia Gonzalez, PE, QSD/QSP
Vice President, Area Manager, Orange County
EXP
451 Vanderbilt Way, Suite 375
San Bernardino, CA 92408

Subject: **REVISED PROPOSAL TO PREPARE A GEOTECHNICAL INVESTIGATION REPORT**
Beaumont Master Drainage Plan Line 2, Stage 1 Storm Drain Project
Approximately 5,000 Linear Feet of 69-inch Diameter Reinforced Concrete Pipe (RCP)
City of Beaumont, Riverside County, California
Converse Project No. 21-81-222-00 (01)

Dear Ms. Gonzalez:

Converse Consultants (Converse) appreciates the opportunity to be on your team to prepare a geotechnical investigation and water infiltration test report to assist with the design and construction of the above-referenced project. Our proposal is based on the following.

- Review of the Request for Proposal (RFP) for Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 issued by the City of Beaumont (City), Department of Public Works, dated May 4, 2020.
- Conducted a site visit on May 12, 2020.
- Reviewed City's response to consultant's questions.
- Information provided in your emails dated July 21, 2021 and May 11, 2023.

Our proposal dated July 22, 2021 has been updated to incorporate 2023 fee schedule for Converse and our outside vendors.

PROJECT DESCRIPTION

The Beaumont MDP Line 2, Stage 1 project will consist of approximately 5,000 linear feet of 69-inch and larger diameter reinforced pipe (RCP). The general limits of Stage 1 are as follows.

- Along 6th Street from Chestnut to Pennsylvania.
- Along Pennsylvania Avenue from 6th Street to 1st Street.
- Along 1st Street from Pennsylvania Avenue to an existing earthen channel (roughly 800 feet east of Pennsylvania).

The following are initial constraints identified for this project.

- The alignment will cross Caltrans facility.
- The alignment will cross Union Pacific Railroad (UPRR) tracks.
- The City is developing a widening project for Pennsylvania Avenue.
- The City is planning a future grade separation for the Pennsylvania Avenue and UPRR crossing.
- The City is developing a street improvement project to extend 2nd Street approximately 1,700-feet west to intersect with Pennsylvania Avenue.
- Due to the future grade separation, the RCP may be up to 25-feet deep in certain areas.
- There are numerous existing utilities that may conflict with the proposed alignment.
- There are numerous culvert crossings along the I-10 that will need to be accommodated in the design, as part of the construction or a future project.

SITE DESCRIPTION

The surface condition along the storm drain alignments is presented below along with the photos.

6th Street; Chestnut Street to Pennsylvania Avenue

- Approximately 1,280 linear feet in length.
- Paved road with 2 lanes in each direction. Approximately 62 feet wide.
- Few overhead utilities and overhanging streetlamps. No trees or other overhead obstructions.
- Bike lanes on edge of roadway in each direction. Sidewalks on both sides of street. Business (non-residential) district. Drilling in the street may require the closure of one lane.
- Medium to heavy traffic was observed midday.

Pennsylvania Avenue; 6th Street to 1st Street

- Approximately 2,800 linear feet in length.
- Paved road with one lane in each direction. Approximately 45 feet wide.
- Few overhead utilities, trees, and overhanging streetlamps.
- Businesses and vacant land on the east side of road. Vacant land on west side of road.
- Approximately 150-foot-wide freeway overpass located approximately 700 feet south of intersection of 6th Street and Pennsylvania Avenue.
- The approximately 60-foot-wide train crossing zone is located approximately 170 feet south of the freeway overpass.
- Wide shoulder along the majority of street potentially suitable for drilling. Drilling in the street will require the closure of one lane.
- Medium traffic was observed midday.



1st Street; Pennsylvania Avenue to 800 Feet East of Intersection

- Approximately 800 linear feet in length.
- Paved road with 2 lanes in each direction and raised center median. Approximately 60 feet wide.
- No overhead utilities. Sparse trees and overhanging streetlamps.
- Wide shoulder along some portions of street potentially suitable for drilling. Drilling in the street will require the closure of one lane.
- Medium to heavy traffic was observed midday.



Photo No. 1: This photo shows the conditions of 6th St. between Chestnut Ave. & Pennsylvania Ave. facing northeast.



Photo No. 2: This photo shows the conditions on Pennsylvania Ave. from 6th St. facing southwest.





Photo No. 3: This photo shows the freeway overpass facing south.



Photo No. 4: This photo shows the train crossing zone facing south.





Photo No. 5: This photo shows the conditions of Pennsylvania Ave. from 1st Street facing north.



Photo No. 6: This photo shows the conditions of 1st St. from the earthen channel facing west.





Photo No. 7: This photo shows the conditions of the earthen channel facing southeast.

Geology

The alignment is mostly underlain by older surficial sediments consisting of alluvial sand and gravel of plutonic and gneissic detritus from the nearby San Bernardino mountains. The entire alignment has segments located on or within a half mile of 2 other alluvial units, both contain sand and gravel, clay from flood plains and stream channels may be present.

Groundwater

Groundwater data was reviewed for several locations near the proposed alignment. The shallowest reported groundwater is approximately 100 feet bgs at a location near the I-10 and Hwy 79 connection approximately 4,200 feet west of the alignment. Shallower perched groundwater may be encountered locally, particularly at bedrock contacts.

PROJECT APPROACH / SCOPE OF WORK

Our scope of work will include the following tasks.



Task 1: Project Set-up

As part of the project set-up, our staff will conduct the following.

- Conduct a site reconnaissance and stake/mark the boring locations along the pipe alignment so drill rig access to all the locations is available.
- **Obtain a no-fee encroachment permit from the City of Beaumont. We understand the City will obtain permit to drill within Caltrans and UPRR right-of-way. Converse will assist in filling out the paperwork.**
- Notify Underground Service Alert (USA) at least 48 hours prior to drilling to clear the boring locations of any conflict with existing underground utilities.

Task 2: Subsurface Exploration

In general, traffic control during our field investigation will be conducted along the proposed alignment using signs, cones, and an arrow board in accordance with the WATCH manual.

Our surface investigation will include drilling exploratory borings. The purpose of the borings will be to:

- Obtain subsurface information along the pipe alignment.
- Collect undisturbed and bulk samples of the various soil types for laboratory testing.

As indicated in the RFP, we plan to drill a total of 6 borings. Based on the existing profile, depth to pipe invert will range from 25.0 to 35.0 feet below existing ground surface. We plan to drill the borings between 25.0 and 50.0 feet below existing ground surface or to refusal, whichever is shallower.

The borings will be drilled with a truck mounted rig (CME 75 or equivalent) equipped with 8-inch diameter hollow stem augers for soils sampling. Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials will be obtained at 5-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4-inch inside diameter and 3.0-inch outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight ("blows") required for each 6 inches of penetration will be shown on the boring log. The soil will be retained in brass rings (2.4 inches in diameter and 1.0 inch in height) and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags from various depths and within a 5-foot zone of the pipe elevation. Groundwater levels, where encountered in the borings, will be recorded.



The borings will be backfilled with soil/cement cuttings and compacted by pushing down with augers using the drill rig weight. The upper 1-foot will be filled with quick cement and the surface sprayed with black dye. If construction is delayed, the surface may settle over time. We recommend the owner monitor the boring site and backfill any settlement or depression that might occur, or provide fencing around the area of the boring locations to prevent trip and fall injuries from occurring near the area of any potential settlement.

Task 3: Laboratory Testing

Soil samples obtained during exploratory drilling will be tested in our laboratory to evaluate their physical characteristics and engineering properties. Laboratory testing may include, but will not necessarily be limited to, the following.

- In-place moisture and density.
- R-value
- Expansion Index
- Soils Corrosivity.
- Atterberg Limits
- Sieve analysis.
- Laboratory maximum density.
- Direct shear.

Task 4: Engineering Analyses and Geotechnical Report

Data obtained from the exploratory borings and laboratory testing program will be evaluated to prepare a report which will include the following.

- Project description.
- Present condition of the street along the storm drain alignment.
- Logs of the exploratory borings.
- Depth of groundwater and bedrock, if encountered.
- Existing pavement structural section at the boring locations.
- Discussion on the laboratory test results including soils corrosivity.
- Local Geology and faulting.
- Seismic parameters based on 2022 California Building Code.
- Liquefaction potential along the SD alignment based on available information.
- Allowable soils bearing pressures.
- Allowable at-rest, active, passive and seismic lateral earth pressures.
- Settlement estimates.
- Soils parameters for bore and jack design.
- RCP pipe bedding recommendation in accordance with RCFCD/City of Beaumont.
- Excavability of the soils along the storm drain alignment and at the jacking and receiving pits.
- Jacking and receiving pits backfilling recommendations.
- Stability of temporary trench excavation.
- Shoring design and construction recommendations.
- Suitability of excavated materials for use as bedding and backfill.



- Pipe subgrade preparation recommendation.
- Trench backfill recommendation.
- Basin slope stability evaluation and construction recommendations.
- Asphalt concrete pavement section based on traffic indices provided by the City of Beaumont.
- Street subgrade preparation recommendations.
- Aggregate base and asphalt concrete placement recommendations.

SCHEDULE / DELIVERABLES

We will initiate our scope of work as soon as notice to proceed is received. The field exploration will be conducted within approximately one week after receipt of all required permits, although subject to driller availability, weather, and other factors beyond Converse’s control. 1-1/2 days will be required to complete the geotechnical investigation

One electronic PDF of the draft copy will be issued within 8 weeks after completion of the fieldwork. After review comments are received, one electronic PDF copy of the final report will be issued within 2 weeks. The report will be signed by a registered engineering geologist and a geotechnical engineer. If requested, we will issue a hard copy of the report.

FEE ESTIMATE

Our consulting services will be provided in accordance with the *Schedule of Fees and General Conditions*, copies of which are attached and form a part of this proposal.

Task No. and Description	Cost
Task 1: Project Set-up	\$2,050.00
Task 2: Subsurface Exploration	\$3,055.00
Task 4: Laboratory Testing	\$6,720.00
Task 5: Engineering Analyses and Geotechnical Report	\$9,400.00
Permit Fees from the Caltrans	\$1,500.00
Drill Rig Rental (Prevailing Wage- Quote No. 8721)	\$7,682.00
Traffic Control (1-1/2 days @ \$2,200/day)	\$3,300.00
Total Cost	\$33,707.00

Our cost is based on the following assumptions.

- All fieldwork will be done in one mobilization during normal weekday working hours.
- 1-1/2 days will be required to complete drilling.
- Access to the storm drain alignment will be available during normal weekday working hours at no additional cost to us.
- Permits from all agencies will be provided to us by the City at NO additional cost to Converse.



- No traffic control plan will be required for the geotechnical investigation.
- Traffic Control (if required) will be in accordance with the WATCH MANUAL.
- We understand that only the driller's work will be subject to prevailing wage as defined in Labor Code Sections 1770-1780.

The cost estimate and scope of services do not include environmental study of soil and groundwater and any inspection and/or testing services during construction. We will submit our invoices on a monthly basis in accordance with the attached *Schedule of Fees* and *General Conditions*.

CLOSURE

During the course of this work, we will carry insurance as required by the contract. Our findings and recommendations will be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

This proposal will expire 60 days from its issuance, if not accepted at that time. Our billing rates are reviewed at the beginning of each year and are subject to adjustment.

Please sign 2 copies of the Authorization and Agreement Block at the end of this proposal. Retain one copy of this proposal for your files and return one signed copy to this office to formally authorize our services.

Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated in the authorization. Subsequent additions or changes should be likewise mutually agreed upon and submitted in writing with appropriate authorization.

If you should have any questions, or if we can provide any additional assistance, please call the undersigned at 909-474-2847. We appreciate the opportunity to assist you on this important project.

CONVERSE CONSULTANTS



Hashmi Quazi, PhD, PE, GE
Principal Engineer/Regional Manager

Encl: *Schedule of Fees, and General Conditions*
Dist: 1/Addressee (e-mail)
HSQ/kvg



REVISED PROPOSAL TO PREPARE A GEOTECHNICAL INVESTIGATION
Beaumont Master Drainage Plan Line 2, Stage 1 Storm Drain Project
 Approximately 5,000 Linear Feet of 69-inch Diameter Reinforced Concrete Pipe (RCP)
 City of Beaumont, Riverside County, California
 Converse Project No. 21-81-222-00 (01)

ACCEPTANCE OF AGREEMENT AND AUTHORIZATION TO PROCEED ³	
Firm Name:	(Client) ¹
By:	(Print Name)
	(Signature)
Title:	Date:
Telephone No. ()	Email:
P.O. No./Billing Instructions ² :	

- 1 Invoices to be sent to the Client, who shall be responsible for payment thereof, unless notified otherwise. The Client is represented by a person with authority to financially commit to the scope of work herein and acknowledges that the person signing has read and understands the enclosed General Conditions.
- 2 Billing requirements, including backup documentation, should be mutually agreed upon and indicated here. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.
- 3 Converse has been informed by the Client that this is not a prevailing wage project for geotechnical services as determined by local Labor Code Sections 1770-1780.



Appendix



CONVERSE CONSULTANTS
Non-Prevailing Wage Schedule of Fees
Geotechnical Personnel

Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through December 31, 2023.

Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services (all including vehicle and equipment)

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections)	\$85
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant).....	85
Construction Inspector/Technician (skidmore, pull testing, torque testing, Schmidt hammer, and pachometer).....	90
Coring Technician	90
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	80
Senior Soils Technician.....	90
Sample Pick-Up	50

Professional Services (field and office)

Staff Professional	\$135
Senior Staff Professional.....	145
Project Professional	155
Project Manager.....	170
Senior Professional	170
Principal Professional.....	210
Principal/Consultant	235

Laboratory Testing

Laboratory Technician.....	Per Test
(See Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	
Laboratory Supervisor	\$90

Office Support

Clerical/Word Processing.....	\$80
Drafting.....	85
CAD Operator/Drafting Manager.....	90

An overtime charge of 50 percent of the above hourly rates (excluding Professional Services) will be added for time in excess of eight hours per day and for all time on Saturdays, Sundays and holidays. An overtime charge of 100 percent of the above hourly rates (excluding Professional Services) will be charged on Sunday if hours worked were seven continuous eight hours per day in one work week, not counting paid time off within the week. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses

1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at the current IRS mileage rate for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Furthermore, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

CONVERSE CONSULTANTS
Schedule of Fees – Geotechnical Laboratory Testing

Compensation for laboratory testing services will be made in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project.

IDENTIFICATION AND INDEX PROPERTIES TESTS

Visual Classification, ASTM D2488	20.00
Engineering Classification, ASTM D2487	25.00
Moisture Content and Dry (bulk) Density, ASTM D2216 and D2937	25.00
Moisture Content, ASTM D2216	20.00
Shrinkage Limit, ASTM D4943	85.00
Atterberg Limits, ASTM D4318 Several points	150.00
One Point	50.00
Particle Size Analysis, ASTM D6913 Fine Sieve, from +#200 to #4	100.00
Coarse and Fine Sieve, from #200 to 3 in	180.00
Hydrometer	120.00
Percent Passing #200 Sieve, ASTM D1140	80.00
Specific Gravity Fine, passing #4 sieve, ASTM D854	100.00
Coarse, retained on #4 sieve, ASTM C127	100.00
Sand Equivalent Test, ASTM D2419	120.00
Double Hydrometer Dispersion, ASTM D4221	150.00

COMPACTION AND BEARING STRENGTH

Standard Proctor Compaction, ASTM D698 or ASTM D1557 Method A or B	200.00
Method C, 6" mold	210.00
California Impact Method, Caltrans 216	220.00
R-value, ASTM D2844 and CTM301	270.00
California Bearing Ratio (CBR), ASTM D1883 1 Point	530.00
3 Points	750.00
Relative Density 0.1 Cubic Foot Mold	200.00
0.5 Cubic Foot Mold	300.00

SHEAR STRENGTH

Torvane/Pocket Penetrometer	25.00
Direct Shear Quick Test	75.00
Consolidated, Drained, granular soil, ASTM D3080	220.00
Consolidated, Drained, fine grained soil, ASTM D3080	260.00
Consolidated, Undrained, fine grained soil	220.00
Residual Strength, per cycle	70.00
Remolded Specimens	70.00

STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)

Unconfined Compression, ASTM D2166	150.00
Unconsolidated, Undrained, ASTM D2850	160.00
Consolidated, Undrained, per point	700.00
Consolidated, Drained, per point	700.00
With Pore Pressure Measurement, per load	150.00
Remolded Specimen	90.00

CONSOLIDATION (ASTM2435) AND SWELL COLLAPSE (ASTM D4546) TESTS

8 Load Increments	250.00
Additional Load Increment	50.00
Time-Ratio, per load increment	90.00
Single Point, collapse test	90.00

Single Load Swell, ASTM D4546 Ring Sample, Field Moisture	95.00
Ring Sample, Air Dried	95.00
Remolded Sample	70.00
Expansion Index Test, UBC 29-2/ASTM D4829	130.00

HYDRAULIC CONDUCTIVITY TESTS

Constant Head, ASTM D2434	250.00
Falling Head Flexible Wall, ASTM D5084	300.00
Triaxial Permeability, EPA 9100	350.00
Remolded Specimen	60.00

CHEMICAL TESTS

Corrosivity (pH, resistivity, sulfates, chlorides)	220.00
Organic Content, ASTM D2974	100.00

Conditions: Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request. This fee schedule is valid through December 31, 2023.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A \$5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of \$50.00 will be charged to present and mail test results. Beyond the standard U.S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turnaround for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turnaround to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 2.416-inch inside diameter brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon. Interest of 1.5% per month (but not exceeding the maximum allowed by law) will be payable on any amount not paid within thirty days; payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. The Client shall pay any attorneys' fees or other costs incurred in collecting any delinquent amounts.

Compensation for laboratory testing services will be based on rates in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through December 31, 2023.

AGGREGATES

Moisture Content, ASTM D2216	20.00
Particle Size Analysis	
Coarse, ASTM C136, each	100.00
Coarse and Fine, ASTM C136 & C137), each	180.00
Specific Gravity & Absorption	
Coarse Aggregate, ASTM C127	100.00
Fine Aggregate, ASTM C128.....	100.00
Unit Weight per Cubic Foot, ASTM C29	75.00
Soundness, Sodium or Magnesium, ASTM C88, each	550.00
Potential Alkali Reactivity, ASTM D289.....	700.00
Freeze Thaw Soundness.....	175.00
Los Angeles Abrasion, per class, ASTM C131, C535	375.00
Sand Equivalent, ASTM D2419	180.00
Lightweight Particles, ASTM C123, each	300.00
Clay Lumps & Friable Particles, ASTM C142, each.....	290.00
Stripping Test, ASTM D1664, each	85.00
Organic Impurities, ASTM C40	140.00
Durability	By Quote

CONCRETE TESTS

Laboratory Trial Batch, ASTM C192	By Quote
Laboratory Mix Design, Historical Data.....	By Quote
Compression Test, 6"x12" Cylinder, ASTM C39, each	45.00
Lightweight Concrete	
Compression.....	45.00
Unit Weight.....	45.00
Specimen Preparation, Trimming or Coring, each	60.00
Bond Strength, ASTM C321	
Prepared by Converse	250.00
Prepared by Others.....	150.00
Core Compression Test, ASTM C12, each.....	80.00
Flexure Test, 6"x6" Beams, ASTM C78, each	130.00
Modulus of Elasticity, Static, ASTM C469, each.....	275.00
Length Change, ASTM C157, 3 bars, 5 readings each, up to 26 days.....	550.00
Splitting Tensile, 6"x12" Cylinders, each.....	110.00
Field Concrete Control (sampling, slump, temperature, cast 4 cylinders, molds, cylinder pick-up, within 10 miles of office, stand-by extra), ASTM/UBC, hourly rate schedule, or each cylinder	95.00
Field Concrete Control (same as above plus air content test), ASTM/UBC, each cylinder	95.00
Hold Cylinder.....	10.00
Cylinder Mold, sent to job site but not cast by Converse or returned to Converse	5.00

MASONRY (ASTM C140, E447, UBC STANDARD 24-22)

Moisture Content, as received, each.....	105.00
Absorption, each.....	85.00
Compression, each.....	85.00
Shrinkage, ASTM C426, each.....	250.00
Net Area and Volume, each	25.00
Masonry Blocks, per set of 9	1,500.00
Masonry Core Compression, each.....	125.00
Masonry Core Shear, each	180.00
Masonry Core Trimming, each	150.00
Compression Test, grouted prisms, 8"x8"x16", each	250.00
Compression Test, grouted prisms, 12"x16"x16", each	425.00
Compression Test	
2"x4" Mortar Cylinder, each	45.00
3"x6" Grout Prisms, each	45.00
2" Cubes, ASTM C109, each	45.00
Cast by Others.....	45.00
Mortar or Grout Mix Designs	By Quote

FIREPROOFING TESTS

Oven Dry Density, per sample	70.00
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MOISTURE EMISSION TEST

Moisture Emission Test Kit	80.00
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ASPHALTIC CONCRETE

Stability, Flow, and Unit Weight, ASTM D6927	500.00
Marshall ASTM D1559, ASTM D2726.....	450.00
Measured Maximum Specific Gravity of Mix, ASTM D2041, Rice Method, each	350.00
Void Analysis of Cores or Marshall Specimens, Calculations Only, ASTM D3203, set of 2 or 3	60.00
Laboratory Mixing of Asphalt & Concrete, per sample	75.00
Complete Asphalt Concrete Mix Design	
Hveem or Marshall	By Quote
Extraction of Asphalt and Gradation, ASTM D2172, Method B, or California 310, including ash correction, each.....	455.00
Extraction of Rubberized Asphalt & Gradation, each	350.00
Specific Gravity, ASTM D2726 or ASTM D1188	
Uncoated.....	95.00
Coated.....	125.00
Immersion-Compression.....	650.00
Particle Coating, ASTM D2489.....	95.00
Stripping, ASTM D1664	85.00
Moisture or Volatile Distillates in Paving Mixtures, or Materials Containing Petroleum Products or By-Products.....	350.00
Retained Strength, ASTM D1074/D1075, 6 specimens	By Quote
Retained Stability, Mil, Std, 520A, Method 104, 6 specimens	By Quote
CBR, ASTM D1883, including M/D Curve, 1 point.....	400.00
Asphalt Temperature	15.00

STRUCTURAL STEEL

Tensile Test #9 Bar or Smaller, each	60.00
Bend Test #9 Bar or Smaller, each	60.00
Tensile Test #10 Bar or Greater, each	280.00
Tensile Test #14 Bar, each.....	310.00
Rebar Coupler Tensile Test.....	140.00
Tensile Test, Welded #9 Bar or Smaller, each.....	140.00
Tensile Test, Welded #10 Bar or Greater, each	280.00
Tensile Test, Welded #14 Bar, each	310.00
Tensile Test, Mechanically Spliced, #9 Bar or Smaller, each.....	210.00
Tensile Test, Mechanically Spliced, #10 Bar or Greater, each.....	350.00

HIGH STRENGTH BOLT, NUT, AND WASHER TESTING

Wedge Tensile Test, A490 Bolts	
Under 100,000 lbs., each.....	130.00
Over 100,000 lbs., each	140.00
Wedge Tensile Test, A325 Bolts	
Under 100,000 lbs., each.....	160.00
Tensile Test, Anchor Bolts, tested with displacement transducers, each.....	300.00
Nut Hardness, Proof & Cone Proof Load Test, each	60.00
Washer Hardness, each	50.00
A325 or A490, Bolt Hardness Only, each.....	50.00
Bolt A325 or A490 Wedge Tensile	
Under 100,000 lbs. & Hardness, each.....	130.00
Over 100,000 lbs. & Hardness, each	170.00
Bolt, Nut & Washer, all tests per set with bolts	
Under 100,000 lbs.....	400.00
Over 100,000 lbs.....	500.00

See *Schedule of Fees – Geotechnical Laboratory Testing* for soil testing. Hourly rates are available upon request. Field Laboratory rates are available upon request. Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.

CONVERSE CONSULTANTS

General Conditions –

Right of Entry

Client warrants to Converse that it has full legal right to authorize Converse's entry upon the real property where Converse's services are to be performed ("Site" herein) and upon all property, if any, required for ingress and egress to the Site.

Client authorizes Converse to enter upon the Site and such adjoining property as is necessary to allow Converse to perform its services.

Converse will take reasonable precautions to minimize any damage to the Site; however, Client acknowledges that during the normal course of the performance of Converse's services, some damage to the Site may occur. The correction of any damage to the Site (surface or subterranean) shall be the obligation of the Client.

Information Supplied by Client

Client warrants the accuracy of any information supplied by it to Converse, acknowledges that Converse will not verify the accuracy of such information, and agrees that Converse is entitled to rely upon any such information.

Client shall immediately notify Converse in writing of any data, information or knowledge in the possession of or known to Client relating to conditions existing at the Site and shall provide Converse with the location, size and depth of any and all underground tanks, piping or structures existing upon the Site.

Client shall defend, indemnify and save harmless Converse, its officers, agents and employees from and against any and all claims, costs, suits and damages, including attorneys' fees, arising out of errors, omissions and inaccuracies in documents and information provided to Converse by Client.

Ownership of Data and Documents; Samples

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Converse shall remain the sole property of Converse.

Client shall have the right to the use of all data, recommendations, proposals, reports, design criteria and similar information provided to it by Converse ("information" herein); provided, however, that the information shall not be used or relied upon by any party other than Client, save and except as may be required by the design and licensing requirements of the project for which the information is provided; further, such use shall be limited to the particular site and project for which the information is provided. To the extent Client utilizes Converse's information by providing or making the same available to any third party (a) Client agrees to give written notice to any such third party that it may not utilize or rely on any aspect of Converse's information and (b) Client agrees to defend, indemnify and hold Converse harmless against any and all claims, demands, costs, losses, damages and expenses, including attorneys fees, that may be asserted against or sought from Converse by any such third party.

Client's right to the use of the information is expressly conditioned upon Client's prompt payment to Converse of all sums due under the Client/Converse agreement. In the event of Client's nonpayment or partial payment of said amounts, Client agrees that it shall not use any of the information for any purpose whatsoever and shall return the same to Converse within 2 business days upon demand.

Converse will retain all samples of soil, rock or other materials obtained in the course of performing its services for a period of thirty (30) days. Thereafter, further storage or transfer of samples to Client may be made at Client's expense upon written request from Client to Converse received by Converse prior to the expiration of the 30-day period.

Converse shall retain permanent records relating to the Converse services for a period of five (5) years following submittal of Converse's report, during which period the records will be made available to Client upon reasonable notice given by Client and upon payment to Converse of an amount sufficient to reimburse Converse for its necessary and reasonable expenses in making said records available.

Standard of Care and Professional Responsibility

Client acknowledges that the services to be performed by Converse involve the use of tests, calculations, analyses and procedures which are in a constant state of development, improvement and refinement and that, as such, improvements, changes in methods, and modifications of procedures have been made in the past, are now being made, and are expected to continue to be made in the future.

Further, Client recognizes that, while necessary for investigations, commonly used exploration methods, such as drilling borings or excavating trenches, involve an inherent risk. For example, exploration on a site containing contaminated materials may result in inducing cross-contamination, the prevention of which may not be complete using presently recognized sealing methods.

Client recognizes that the state of practice, including but not limited to the practice relating to contamination or hazardous waste conditions, is changing and evolving and that standards existing at the present time may subsequently change as knowledge increases and the state of the practice continues to improve.

Client recognizes that projects containing contaminated materials may not perform as anticipated by Client, even though Converse's services are performed in accordance with the level of care and skill required of it. Further, certain governmental regulations relating to hazardous waste sites may purport to require achievement of results which cannot be

accomplished in an absolute sense. It is recognized that a satisfactorily designed, constructed and maintained monitoring system may assist in the early detection of environmental changes allowing for early correction of problems. Unless it is specifically included in the scope of services to be performed by Converse, Client understands that Converse shall not perform such monitoring.

The services to be provided by Converse pursuant to the agreement to which these General Conditions are a part shall be provided in accordance with generally accepted professional engineering, environmental, and geologic practice in the area where these services are to be rendered and at the time that services are rendered. Client acknowledges that the present standard in the engineering and environmental professions does not include, and Converse does not extend to Client, a guarantee of perfection of the work contemplated hereby; further, that even in the exercise of normal and reasonable care, errors or omissions may from time to time occur. Except as expressly set forth in these General Conditions, no other warranty, express or implied, is extended by Converse.

Converse shall have no duty to supervise, coordinate or otherwise be involved in the performance of services or work by any third-party consultant, contractor or subcontractor.

Where Converse's services involve field observation of grading, filling and compaction (or any of them), it is agreed:

- a. That Converse shall in no way be responsible for the manner in which such work is performed by any third party.
- b. That in the event Converse is to provide periodic observation, Client acknowledges that Converse cannot be responsible for any work performed at a time or times when Converse was not performing its observation services. Converse will not provide an opinion concerning the performance of any third party, save and except to the extent that said work was in fact observed and tested by Converse during the course of construction.
- c. That where Converse's services include continuous observation, Client agrees not to allow grading, filling or compaction to be performed at any time or times when Converse is not physically present upon the Site and shall restrict the amount and extent of such grading, filling and compaction to that which can be properly observed by Converse personnel present on the Site.
- d. That in the event Converse is to conduct test borings for Client, Client acknowledges that the accuracy of said test borings relates only to the specific location in which the boring itself was performed and that the nature of many sites is such that differing subsurface soil characteristics can be experienced within a small distance. As such, Client acknowledges that greater accuracy is obtained when the number of test borings is increased.

Technical Limitations

Client acknowledges and agrees that: (1) it is unreasonable to expect Converse to be able to completely evaluate subsurface conditions, even after the most comprehensive exploratory program; (2) site conditions change frequently due to the passage of time, human activities, and climatic conditions and uncertainties are therefore inherent in the nature of Converse's services and impossible to avoid; (3) the identification of geotechnical and environmental conditions and the prediction of future or concealed conditions is an inexact scientific endeavor; (4) the state of the art of geotechnical and environmental practice is such that Converse cannot guarantee that its recommendations will prove adequate on this project and the Client assumes the risk of any such failure, except as otherwise provided in these General Conditions and that (5) these General Conditions contains specific LIMITATIONS OF LIABILITY.

Indemnity of Client and Limitation of Liability

Converse shall indemnify Client, its officers, directors, agents or employees from any claim, demand or liability arising from personal injury or property loss or damage caused by the sole negligence or willful misconduct of Converse.

Anything to the contrary in the agreement to which these General Conditions are attached or in these General Conditions notwithstanding, Converse's liability shall be limited to the lesser of the fees charged to Client by Converse for the services performed for Client, or the sum of fifty thousand dollars. Client may, at its option, increase the maximum amount for which Converse shall be liable by payment of an additional fee. For the maximum liability sum of one hundred thousand dollars, the additional amount to be paid shall be four percent of the total Converse fee charged hereunder; for the maximum liability sum of one million dollars, the additional amount to be paid shall be five percent of the total Converse fees charged hereunder Client acknowledges and agrees that its recovery, if any, shall be satisfied, in the first instance, from the proceeds of Converse's insurance, and to the extent of any deficiency in the available insurance proceeds, then and only then, by Converse.

Client acknowledges that Converse has agreed to charge Client a reduced fee for services in exchange for the above limitation of liability and that said reduction in fees is consideration for said limitation.

Client shall defend and save harmless Converse, its officers, directors, agents and employees from all liability, claims and demands, including expenses of suit and reasonable attorneys' fees arising from personal injuries, including disease and death, property loss or damage, injury to others (including personnel of Client, Converse or

subcontractors performing work hereunder), and air or ground pollution or environmental impairment arising out of or in any manner connected with or related to the performance of Converse's services, except where there is a judicial determination that such injury, loss or damage shall have been caused by the sole negligence or willful misconduct of Converse. Client acknowledges that Converse has charged Client a reduced fee for services to be performed by it in exchange for this hold harmless and that the reduction in fees is consideration for said hold harmless provision.

Converse will not be liable for consequential damages of any kind, nature or description.

Hazardous Waste, Pollution and Health Hazard Projects ("Hazardous Projects" Herein)

Prior to the commencement of services by Converse on any hazardous project, Client agrees to advise Converse in writing of any known hazardous waste or materials existing on or near the Site or if any of said services are to be performed in an area where dust, fumes, gas, noise, vibrations or other particulate or nonparticulate matter is in the atmosphere where it raises a potential or possible health hazard or nuisance to anyone working within the area.

Anything in these General Conditions notwithstanding, Client shall indemnify and hold Converse, its officers, directors, agents, servants and employees, harmless from any claim, demand or action brought by any party whomsoever, including employees of Converse which claim, demand or action is based upon injury or damage caused or alleged to have been caused by hazardous wastes or hazardous materials whether or not such waste or materials were known to exist prior to the commencement of services.

Client agrees to be responsible for the removal and disposal of any hazardous waste uncovered as a result of the site investigation, including drill cuttings, unless specifically included within the scope of work

It is agreed that the discovery of unanticipated hazardous materials constitutes a changed condition mandating an immediate renegotiation of the scope of services or termination of services. Converse will at all times endeavor to perform in a faithful and trustworthy manner. Client understands that Client or Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency. Client also understands that Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency, and that Converse, when practical, will do so only after notifying Client. In the event Converse discovers hazardous material that we believe poses an immediate threat to public health and safety, Converse will use its best judgment to notify appropriate emergency personnel for immediate containment. Client agrees to take no action of any kind against Converse when Converse makes a good-faith effort to fulfill its obligations.

Client's Responsibilities

Client shall immediately provide Converse with full information in writing as to Client's requirements for the services to be provided by Converse and shall designate in writing within five (5) days of the effective date of the agreement to which these General Conditions are a part, a representative to act on Client's behalf in conjunction with the services to be provided hereunder. Client shall promptly review all documents, reports, data and recommendations submitted by Converse and shall communicate with Converse concerning such reviews for the purpose of avoiding delay in the performance of the services to be rendered by Converse.

Client shall notify any third party who may perform on the Site of the standard of care being undertaken by Converse pursuant hereto and of the limitations of liability contained herein. Client shall require as a condition to the performance of any such third party a like indemnity and limitation of liability on their part against Converse.

Confidentiality

Converse shall hold all information provided to it by Client and the results of the work performed by it confidential and shall not disclose the same to any third party except where required by Governmental regulatory agencies or as otherwise required by law.

Disputes

Converse shall have the right to bring a legal action in a state or federal court against Client for any sums due or alleged to be due to it or for services rendered. Except for this right, Converse and Client agree that as an express condition to the right of either party to bring a legal action against the other, they shall first submit any dispute to mediation by a neutral person acceptable to both parties.

Each party shall bear its own attorneys' fees, costs and other expenses, except that each party shall be responsible and pay for one-half of the costs and expenses of the mediator. In the event that legal action is required, the prevailing party shall be entitled to recover all of its costs incurred in connection therewith including, without limitation, staff time, court costs, attorneys' fees, consultant and expert witness fees and any other related expenses. In this regard, in order to make the prevailing party whole, the parties acknowledge and agree that the prevailing party shall be entitled to recover all of its costs incurred in connection with the legal action and shall not be limited to "reasonable attorneys fees" as defined in any statute or rule of court.

The obligations, responsibilities, warranties and liabilities of the parties shall be solely those expressly set forth herein. Remedies and limitations of liability shall apply regardless of whether an action is brought in contract, or is based on either party's negligence, or another theory of law. All of the rights, remedies, obligations, terms, conditions and limitations of liability stated herein shall extend collectively to and be binding upon the parties' partners, joint ventures, licensors, successors, assigns, insurers, and affiliates. Client and Converse agree that any legal action with respect to the services to be performed under these General Conditions shall be brought against the parties, and not against individual officers,

employees or former employees of the parties. All legal actions by either party against the other for breach of these General Conditions or for the failure to perform in accordance with the applicable standard of care, however framed, that are essentially based upon such breach or failure shall be barred two (2) years from the time claimant knew or should have known of its right to make a claim, but, in any event, not later than four (4) years from substantial completion of Converse's services.

Jobsite Safety

Converse shall be responsible for its activity and that of its employees on the Site. This shall not be construed to relieve the Client, its general contractor or any subcontractor of their obligation to maintain a safe jobsite.

Neither the professional activities nor the presence of Converse or its employees and subcontractors shall be understood to control the operations of others, nor shall it be construed to be an acceptance of the responsibility for jobsite safety.

Converse will not direct, supervise or lay out the work of the Client, contractor, or any subcontractors. Converse's services will not include a review or evaluation of the adequacy of the contractor's safety measures on or near the Site.

Schedules

Unless otherwise specified in the agreement, Converse shall be obligated to perform within a reasonable period of time. Converse shall not be responsible for delays in the completion of its services created by reason of any unforeseeable cause or causes beyond the control and/or without the fault or negligence of Converse, including but not restricted to acts of God or the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, acts of other contractors with Client, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

Should completion of any portion of the services to be rendered by Converse be delayed beyond the estimated date of completion for any reason which is beyond the control of or without default or negligence of Converse, then and in that event Client and Converse shall mutually agree on the terms and conditions upon which the services may be continued or terminated.

Invoices

Converse shall submit monthly progress invoices to Client, and a final bill shall be submitted upon completion of the services. Within thirty (30) days after receipt of an invoice, Client shall pay the full amount of the invoice. If Client objects to all or any portion of any invoice, it shall so notify Converse of the same within fifteen (15) days from the date of receipt of said invoice and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice.

If Client fails to make payment within thirty (30) days after receipt of an invoice, then Client shall pay an additional monthly service charge of one and one-half percent (1½ %) on all such amounts outstanding. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event Client fails to pay any undisputed amount to Converse when due, Converse may immediately cease work until said payment together with a service charge at the rate of 1½ % per month, as specified above, from the due date has been received. Further, Converse may, at its sole option and discretion, refuse to perform any further work irrespective of payment from Client.

In the event that all or any portion of the 1½ % service charge provided for herein is deemed to be an interest charge, then and in that event said interest charge shall be limited to the maximum amount legally allowed by law.

Client acknowledges Converse's fee schedules are revised annually and agrees that the fee schedule in effect at the time the services are performed shall apply to such services.

Insurance

Converse represents that it now carries, and will continue to carry during the term of the contract to which these General Conditions are a part, Workers Compensation insurance and that, if requested, Converse shall provide to Client certificates as evidence of the aforementioned insurance.

Assignments

Client shall not assign this contract or any portion thereof to any other person or entity without the express written consent of Converse. Nothing contained in this contract or any part thereof shall be construed to create a right in any third party whomsoever, and nothing herein shall inure to the benefit of any third party.

Severability

If any provision of these General Conditions is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision will be renegotiated so as to give effect to the intent of the parties to the maximum possible extent. Such determination and renegotiation shall not affect or invalidate the remaining provisions or these General Conditions.

Governing Law

These General Conditions shall be governed by and construed under the laws of the State of California.